

1 JASON M. FRIERSON
 United States Attorney
 2 Nevada Bar No. 7709
 BIANCA R. PUCCI
 3 Assistant United States Attorney
 Nevada Bar No. 16129
 4 501 Las Vegas Boulevard South, Suite 1100
 Las Vegas, Nevada 89101
 5 Tel: (702) 388-6336
 bianca.pucci@usdoj.gov
 6 *Attorneys for the United States of America*

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
APR 17 2023	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY:	DEPUTY

7 **UNITED STATES DISTRICT COURT**
 8 **FOR THE DISTRICT OF NEVADA**

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 v.

12 ADRIAN ISAIAH QUEBEC,

13 Defendant.

Case No. 2:23-cr-00071-JCM-EJY-1

**Binding Plea Agreement Pursuant to Fed. R. Crim. 11(c)(1)(C) for Defendant
 Adrian Isaiah Quebec**

14 This plea agreement between Adrian Isaiah Quebec (“defendant”) and the United States
 15 Attorney’s Office for the District of Nevada (the “USAO”) sets forth the parties’ agreement
 16 regarding the criminal charges referenced herein and the applicable sentences, and fines, in the
 17 above-captioned case. **This is a binding agreement pursuant to Federal Rule Criminal
 18 Procedures 11(c)(1)(C).** The government and the defendant agree that a sentence of 36 months’
 19 imprisonment and a supervised release term of three years is appropriate in this case. If the
 20 district court accepts the plea agreement, it will be obligated to impose the agreed-upon sentence.
 21 This agreement binds defendant, the USAO, and the district court and does not bind the U.S.
 22 Probation Office, or any other federal, state, local, or foreign prosecuting, enforcement,
 23 administrative, or regulatory authorities. This agreement does not prohibit the USAO or any
 24 agency or third party from seeking any other civil or administrative remedies, including

1 administrative forfeiture or civil forfeiture *in rem* actions, directly or indirectly against defendant
2 or defendant's property.

3 This agreement becomes effective upon signature by defendant, defendant's counsel, and
4 an Assistant United States Attorney.

5 **I. DEFENDANT'S OBLIGATIONS**

6 1. Defendant agrees to:

- 7 a. Give up the right to indictment by a grand jury and, at the earliest
8 opportunity requested by the USAO and provided by the Court, appear and plead guilty to a
9 one-count information in the form attached to this agreement as Exhibit A or a substantially
10 similar form, which charges defendant with *Trafficking in Firearms*, in violation of 18 U.S.C.
11 § 933(a)(1) and (b) (Count 1).
- 12 b. Stipulate to the facts agreed to in this agreement;
- 13 c. Abide by all agreements regarding sentencing contained in this agreement;
- 14 d. Not seek to withdraw defendant's guilty plea once it is entered;
- 15 e. Appear for all court appearances, surrender as ordered for service of
16 sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;
- 17 f. Not commit any federal, state, or local crime;
- 18 g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices
19 and the Court;
- 20 h. Before and after sentencing, upon request by the Court, the USAO, or the
21 Probation Office, provide accurate and complete financial information, submit sworn
22 statements, and/or give depositions under oath concerning defendant's assets and defendant's
23 ability to pay. As part of the required disclosure, defendant agrees to provide any and all
24 financial information and authorizations requested by the Probation Office for preparation of the

1 Presentence Report. Defendant further agrees that, upon filing of this agreement, the USAO is
 2 authorized to obtain defendant's credit report. Defendant will also complete a financial form
 3 provided by the USAO, to include all supporting documentation, and return it to the USAO
 4 within three (3) weeks from entry of the plea. Defendant agrees that the district court may enter
 5 any order necessary to effectuate or facilitate disclosure of defendant's financial information.

6 i. To facilitate payment of any fine, restitution, or assessment, surrender
 7 assets defendant obtained directly or indirectly as a result of defendant's crimes. Defendant
 8 agrees to voluntarily release funds and property under defendant's control or in which defendant
 9 has any property interest, before and after sentencing, to pay any fine or restitution identified in
 10 this agreement, agreed to by the parties, or ordered by the Court.

11 **II. THE USAO'S OBLIGATIONS**

12 2. The USAO agrees to:

13 a. Stipulate to facts agreed to in this agreement;
 14 b. Abide by all agreements regarding sentencing contained in this agreement;
 15 c. At sentencing, provided that defendant demonstrates an acceptance of
 16 responsibility for the offense up to and including the time of sentencing, recommend a two-level
 17 reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1, and
 18 move for an additional one-level reduction if available under that section;

19 d. Not bring any additional charges against defendant arising out of the
 20 investigation in the District of Nevada which culminated in this agreement and based on
 21 conduct known to the USAO. However, the USAO reserves the right to prosecute defendant for
 22 (a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any criminal tax violations
 23 (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371). Defendant
 24 agrees that the district court at sentencing may consider any uncharged conduct in determining

the applicable sentencing guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the sentencing guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

III. ELEMENTS OF THE OFFENSE

3. Count One: The elements of *Trafficking in Firearms*, under 18 U.S.C. § 933(a)(1) are as follows:

First: The defendant knowingly transferred a firearm to another person;

Second: The firearm was in or affected interstate or foreign commerce; and

Third: The defendant knew or had reasonable cause to believe that possession of a firearm by the recipient would constitute a felony, or that the recipient was prohibited from possessing a firearm.

IV. CONSEQUENCES OF CONVICTION

4. Maximum Statutory Penalties: Defendant understands that the statutory maximum sentence the district court can impose for a violation of 18 U.S.C. § 933(a) as charged in Count One is: 15 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

5. Parole Abolished: Defendant acknowledges that defendant's prison sentence cannot be shortened by early release on parole because parole has been abolished.

6. Supervised Release: Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised

1 release, which could result in defendant serving a total term of imprisonment greater than the
2 statutory maximum stated above.

3 7. Factors under 18 U.S.C. § 3553: Defendant understands that the district court
4 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.
5 However, the statutory maximum sentence limit the district court's discretion in determining
6 defendant's sentence.

7 8. Potential Collateral Consequences of Conviction: Defendant understands that, by
8 pleading guilty, defendant may be giving up valuable government benefits and valuable civic
9 rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the
10 right to serve on a jury. Defendant understands that once the district court accepts defendant's
11 guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition.
12 Defendant understands that the conviction in this case may also subject defendant to various
13 other collateral consequences, including but not limited to revocation of probation, parole, or
14 supervised release in another case and suspension or revocation of a professional license.
15 Defendant understands that unanticipated collateral consequences will not serve as grounds to
16 withdraw defendant's guilty plea.

17 9. Potential Removal/Deportation Consequences of Conviction: Defendant
18 understands that, if defendant is not a United States citizen, the felony conviction in this case
19 may subject defendant to removal, also known as deportation, which may, under some
20 circumstances, be mandatory; denial of citizenship; and denial of admission to the United States
21 in the future. The district court cannot advise defendant fully regarding the immigration
22 consequences of the felony conviction in this case, but defendant's attorney has advised him
23 about the deportation risks of his guilty plea. Defendant understands that unexpected
24 immigration consequences will not serve as grounds to withdraw defendant's guilty plea.

V. FACTUAL BASIS

10. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant acknowledges that if defendant elected to go to trial instead of pleading guilty, the USAO could prove defendant's guilt beyond a reasonable doubt. Defendant further acknowledges that defendant's admissions and declarations of fact set forth below satisfy every element of the charged offense. Defendant waives any potential future claim that the facts defendant admitted below are insufficient to satisfy the elements of the charged offense. Defendant admits and declares under penalty of perjury that the facts set forth below are true and correct:

Between November 18, 2022 and January 3, 2023, the defendant sold 11 firearms, and two machine conversion devices (MCDs) to ATF confidential informants (CIs).

Specifically on November 18, 2022, the defendant sold a Winchester, model 1300 Defender, 12-gauge shotgun, bearing serial number "L2624051" to a CI-1 in exchange for \$300.

On or about November 22, 2022, the defendant sold a stolen Glock, model 19 Gen 5, 9mm caliber pistol, bearing serial number "BXR862", equipped with a confirmed MCD to CI-2 in exchange for \$2,000.

On December 5, 2022, the defendant sold a Glock, model 19, 9mm caliber pistol bearing serial number "BCKY765", equipped with a suspected MCD, and a Masterpiece Arms, 9mm, semi-automatic pistol, bearing serial number "FX03738", to CI-2 in exchange for \$3,250.

On December 14, 2022, CI-2 informed the defendant he could not purchase firearms at a gun store due to his criminal history. Based on this information, the defendant knew or had reasonable cause to believe that possession of a firearm by the recipient would constitute a felony, or that the recipient was prohibited from possessing a firearm. Thereafter, the defendant sold two un-serialized Privately Made Firearms (PMFs), 9mm, semi-automatic pistols; a

1 Masterpiece Arms, 9mm caliber, semi-automatic pistol, bearing serial number “FX11314”; an
2 Intratec, AB-10, 9mm caliber, semi-automatic pistol, bearing serial number “A01278”; and
3 narcotics to CI-2 in exchange for \$5,500.

4 On January 3, 2023, the defendant sold a Glock, model 30S, .40 caliber pistol bearing
5 serial number “BXHU620”, equipped with a confirmed MCD; a Glock, model 23C, .40 caliber
6 semi-automatic pistol, bearing serial number “FX11314”; and a Pioneer Arms, AK style rifle,
7 bearing serial number “PAC1169422”, to CI-2 exchange for \$5,000.

8 The three firearms sold by the defendant equipped with MCDs were examined by the
9 ATF Firearms Technology Criminal Branch. The Glock firearm bearing serial number
10 BXR862 equipped with the MCD; and the Glock firearm bearing serial number BXHU620
11 equipped with the MCD are both “machine guns” as defined under the National Firearms Act,
12 26 U.S.C. § 5845(b). Specifically, both firearms shoot automatically more than one shot, without
13 manual reloading, by a single function of the trigger.¹ None of the firearms’ MCDs had
14 manufacture marks, identification, or serial numbers, as required by 26 U.S.C. § 5842. None of
15 the firearms were federally registered.

16 The defendant admits that he was aware that the two Glock firearms he sold to CI-2 shot
17 automatically as machine guns. The defendant also admits that he knew that the firearms he sold
18 to CI-2 were illegal to possess.

19 The defendant stipulates and agrees that the firearms were in and affecting interstate and
20 foreign commerce.

21 The above conduct occurred in the State and Federal District of Nevada.
22

23 ¹ Both of the MCDs located in the two firearms were also examined by the ATF Firearms
24 Technology Criminal Branch. Both MCDs are “machine guns” as defined under the National
Firearms Act, 26 U.S.C. § 5845(b), and therefore are “firearms” as defined in 26 U.S.C.
§ 5845(a)(6).

VI. SENTENCING FACTORS

11. Discretionary Nature of Sentencing Guidelines: Defendant understands that in determining defendant's sentence, the district court is required to calculate the applicable sentencing guidelines range and to consider that range, possible departures under the sentencing guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the sentencing guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated sentencing guidelines range, and that after considering the sentencing guidelines and the other § 3553(a) factors, the district court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

12. Offense Level Calculations: The parties stipulate to the following calculation of defendant's offense level under the sentencing guidelines; the Court should use the following base offense level and adjustments; agree that these stipulations will bind the district court pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) if it accept this plea agreement; and agree that they will not seek to apply or advocate for the use of any other base offense level(s) or any other specific offense characteristics, enhancements, or reductions in calculating the advisory guidelines range:

Base Offense Level USSG § 2K2.1(a)(5):	18
Between 8 and 24 Firearms USSG § 2K2.1(b)(1)(B):	+4
Stolen Firearm USSG § 2K2.1(b)(4)(A):	+2
<u>Trafficking in Firearms USSG § 2K2.1(b)(5):</u>	<u>+4</u>
Adjusted Offense Level:	28

13. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO will recommend that defendant receive a two-level downward adjustment for acceptance of

responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the guilty plea when defendant enters the plea; (b) fails to truthfully admit facts establishing the amount of restitution owed when defendant enters the guilty plea; (c) fails to truthfully admit facts establishing the forfeiture allegations when defendant enters the guilty plea; (d) provides false or misleading information to the USAO, the Court, Pretrial Services, or the Probation Office; (e) denies involvement in the offense or provides conflicting statements regarding defendant's involvement or falsely denies or frivolously contests conduct relevant to the offense; (f) attempts to withdraw defendant's guilty plea; (g) commits or attempts to commit any crime; (h) fails to appear in court; or (i) violates the conditions of pretrial release.

Under USSG § 3E1.1(b), if the district court determines that defendant's total offense level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level downward adjustment pursuant to the preceding paragraph, the USAO will move for an additional one-level downward adjustment for acceptance of responsibility before sentencing because defendant communicated defendant's decision to plead guilty in a timely manner that enabled the USAO to avoid preparing for trial and to efficiently allocate its resources.

14. Criminal History Category: Defendant acknowledges that the district court may base defendant's sentence in part on defendant's criminal record or criminal history. The district court will determine defendant's criminal history category under the sentencing guidelines.

15. Additional Sentencing Information: The stipulated sentencing guidelines calculations are based on information now known to the parties. Defendant understands that both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying relevant information to the U.S. Probation and Pretrial Services Offices and the district court regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the

1 district court's sentencing guidelines calculations and determination of sentence. While this
 2 paragraph permits both the USAO and defendant to submit full and complete factual
 3 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that
 4 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this
 5 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed
 6 to in this agreement. Good faith efforts to provide truthful information or to correct factual
 7 misstatements shall not be grounds for defendant to withdraw defendant's guilty plea.

8 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing
 9 guidelines differently and may rely on additional information it obtains through its investigation.
 10 Defendant also acknowledges that the district court may rely on this and other additional
 11 information as it calculates the sentencing guidelines range and makes other sentencing
 12 determinations, and the district court's reliance on such information shall not be grounds for
 13 defendant to withdraw defendant's guilty plea.

14 VII. POSITIONS REGARDING SENTENCING

15 16. **This is a binding plea agreement under Federal Rule of Criminal Procedure**
 16 **11(c)(1)(C).** The parties will jointly recommend that the district court sentence Defendant to a
 17 36-month term of imprisonment. In the event that a sentence of 36 months is outside
 18 Defendant's sentencing guideline range as determined by the district court, the parties will
 19 jointly request a variance to 36 months. In agreeing to this sentencing recommendation, the
 20 parties have taken into consideration all of the factors set forth in 18 U.S.C. § 3553(a) and
 21 conclude that a sentence of 36 months is a reasonable sentence. The parties understand and the
 22 defendant acknowledges that, if the district court accepts this binding plea agreement, this
 23 recommended 36-month sentence will be binding on the district court pursuant to Fed. R. Crim.
 24 P. 11(c)(1)(A) and (C). Either party may withdraw from this Plea Agreement in the event that

1 the district court informs the parties that it rejects this binding Plea Agreement. *See* Fed. R.
2 Crim. P. 11(c)(1)(5).

3 17. If the district court rejects this binding Plea Agreement, defendant is advised that
4 (a) the district court is not required to follow the plea agreement; (b) both defendant and the
5 USAO have the opportunity to withdraw from the plea; and (c) if he plea is not withdrawn, the
6 district court may dispose of the case less favorably toward the defendant than the plea
7 agreement contemplated, pursuant to Fed. R. Crim. P. 11(c)(1)(A)-(C). Defendant
8 acknowledges, if the district court rejects the plea agreement and defendant chooses not to
9 withdraw defendant's guilty plea, the district court does not have to follow the recommendation
10 of either party.

11 18. Notwithstanding its agreement to recommend a sentence as described above, the
12 USAO reserves its right to defend any lawfully imposed sentence on appeal or in any post-
13 conviction litigation.

14 19. If defendant commits any act that results in the Court finding that defendant is
15 not entitled to a downward adjustment for acceptance of responsibility, the USAO is entitled to
16 argue for any sentence it deems appropriate under 18 U.S.C. § 3553(a). In any such event,
17 Defendant remains bound by the provisions of this agreement and shall not have the right to
18 withdraw defendant's guilty plea.

19 **VIII. WAIVER OF CONSTITUTIONAL RIGHTS**

20 20. Defendant understands that by pleading guilty, defendant gives up the following
21 rights:

- 22 a. The right to persist in a plea of not guilty;
23 b. The right to a speedy and public trial by jury;
24

1 c. The right to be represented by counsel—and if necessary have the court
2 appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to
3 be represented by counsel—and if necessary have the court appoint counsel—at every other stage
4 of the proceeding;

5 d. The right to be presumed innocent and to have the burden of proof placed
6 on the USAO to prove defendant guilty beyond a reasonable doubt;

7 e. The right to confront and cross-examine witnesses against defendant;

8 f. The right to testify and to present evidence in opposition to the charges,
9 including the right to compel the attendance of witnesses to testify;

10 g. The right not to be compelled to testify, and, if defendant chose not to
11 testify or present evidence, to have that choice not be used against defendant; and

12 h. The right to pursue any affirmative defenses; Fourth Amendment or Fifth
13 Amendment claims; any other pretrial motions that have been filed or could be filed; and
14 challenges to any adverse pre-trial rulings (unless specifically reserved in the following section).

15 IX. WAIVER OF APPELLATE RIGHTS

16 21. Waiver of Appellate Rights: Defendant knowingly and expressly waives: (a) the
17 right to appeal any sentence imposed within or below the statutory maximum term of
18 imprisonment; (b) the right to appeal the manner in which the district court determined that
19 sentence on the grounds set forth in 18 U.S.C. § 3742; and (c) the right to appeal any other
20 aspect of the conviction, including but not limited to the constitutionality of the statute of
21 conviction; any other aspect of the sentence, including but not limited to the constitutionality of
22 any mandatory or standard conditions of supervised release; and any order of restitution or
23 forfeiture.
24

22. Defendant reserves only the right to appeal any portion of the sentence that is above the statutory maximum term of imprisonment.

23. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's conviction, sentence, and the procedure by which the district court adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of counsel.

24. Preservation of Evidence: Defendant acknowledges that the USAO and the agencies investigating this case are not obligated or required to preserve any evidence obtained in the investigation of this case.

X. RESULT OF WITHDRAWAL OF GUILTY PLEA OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION

25. Consequence of Withdrawal of Guilty Plea: Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than the district court rejecting the binding plea agreement or a claim and finding that entry into this agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, or that the government agreed to move to dismiss at sentencing as part of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

26. Consequence of Vacatur, Reversal, or Set-aside: Defendant agrees that if defendant's conviction is vacated, reversed, or set aside, both the USAO and defendant will be

1 released from all their obligations under this agreement, except that, should the USAO choose to
2 pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any
3 applicable statute of limitations will be tolled between the date of defendant's signing of this
4 agreement and the filing commencing any such action; and (ii) defendant waives and gives up all
5 defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy
6 trial claim with respect to any such action, except to the extent that such defenses existed as of
7 the date of defendant's signing this agreement.

8 **XI. BREACH OF AGREEMENT**

9 27. Defendant agrees that if, at any time after this agreement becomes effective,
10 defendant knowingly violates or fails to perform any of defendant's obligations under this
11 agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's
12 obligations are material, a single breach of this agreement is sufficient for the USAO to declare a
13 breach, and defendant shall not be deemed to have cured a breach without the express agreement
14 of the USAO in writing. If the USAO declares this agreement breached, and the district court
15 finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea
16 pursuant to this agreement, defendant will remain bound by the provisions of this agreement and
17 will not be able to withdraw the guilty plea; and (b) the USAO will be relieved of all its
18 obligations under this agreement.

19 28. Following the Court's finding of a knowing breach of this agreement by defendant,
20 should the USAO choose to pursue any charge contained in the indictment or information, or
21 that was either dismissed or not filed as a result of this agreement, or that the government agreed
22 to move to dismiss at sentencing as part of this agreement, then:

23 a. Defendant agrees that any applicable statute of limitations is tolled between
24 the date of defendant's signing of this agreement and the filing commencing any such action.

1 b. Defendant waives and gives up all defenses based on the statute of
2 limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such
3 action, except to the extent that such defenses existed as of the date of defendant's signing this
4 agreement.

5 c. Defendant agrees that: (i) any statements made by defendant, under oath,
6 at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the agreed to factual
7 basis statement in this agreement; and (iii) any evidence derived from such statements, shall be
8 admissible against defendant in any such action against defendant, and defendant waives and
9 gives up any claim under the United States Constitution, any statute, Federal Rule of Evidence
10 410, Federal Rule of Criminal Procedure 11(f), or any other federal rule, that the statements or
11 any evidence derived from the statements should be suppressed or are inadmissible.

12
13 **XII. COURT AND UNITED STATES PROBATION
AND PRETRIAL SERVICES OFFICE NOT PARTIES**

14 29. Defendant understands that the Court and the U.S. Probation and Pretrial
15 Services Office are not parties to this agreement and need not accept any of the USAO's
16 sentencing recommendations or the parties' agreements to facts or sentencing factors.

17 30. Defendant understands that both defendant and the USAO are free to argue on
18 appeal and collateral review that the district court's sentencing guidelines calculations and the
19 sentence it chooses to impose are not error.

20 31. Defendant understands that, if the district court rejects the plea agreement and
21 defendant chooses not to withdraw defendant's guilty plea, the district court may ignore any
22 sentencing recommendation, find facts or reach conclusions different from those agreed to by the
23 parties, or impose any sentence up to the maximum established by statute, and defendant will
24 remain bound to fulfill all defendant's obligations under this agreement. Defendant understands

1 that, if the district court rejects the plea agreement and defendant chooses not to withdraw
2 defendant's guilty plea, no one—not the prosecutor, defendant's attorney, or the Court—can
3 make a binding prediction or promise regarding the sentence defendant will receive, except that
4 it will be within the statutory maximum.

5 **XIII. ADDITIONAL ACKNOWLEDGMENTS**

6 32. Defendant acknowledges that:

7 a. Defendant read this agreement and defendant understands its terms and
8 conditions.

9 b. Defendant had adequate time to discuss this case, the evidence, and this
10 agreement with defendant's attorney.

11 c. Defendant carefully and thoroughly discussed all terms of this agreement
12 with defendant's attorney.

13 d. Defendant understands the terms of this agreement and voluntarily agrees
14 to those terms.

15 e. Defendant has discussed with defendant's attorney the following: the
16 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that
17 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. § 3553(a);
18 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

19 f. The representations contained in this agreement are true and correct,
20 including the factual basis for defendant's offense set forth in this agreement.

21 g. Defendant was not under the influence of any alcohol, drug, or medicine
22 that would impair defendant's ability to understand the agreement when defendant considered
23 signing this agreement and when defendant signed it.

1 33. Defendant understands that defendant alone decides whether to plead guilty or go
2 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of
3 the charges brought against defendant, defendant's possible defenses, and the benefits and
4 possible detriments of proceeding to trial.

5 34. Defendant understands that no promises, understandings, or agreements other
6 than those set forth in this agreement have been made or implied by defendant, defendant's
7 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any
8 force or effect unless set forth in writing and signed by all parties or confirmed on the record
9 before the district court.

10 35. Defendant acknowledges that defendant decided to plead guilty voluntarily and
11 that no one threatened, coerced, or forced defendant to enter into this agreement.

12 36. Defendant is satisfied with the representation of defendant's attorney, and
13 defendant is pleading guilty because defendant is guilty of the charges and chooses to take
14 advantage of the promises set forth in this agreement and for no other reason.

XIV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

37. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE DISTRICT OF NEVADA

JASON M. FRIERSON
United States Attorney

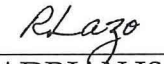


BIANCA R. PUCCI

Assistant United States Attorney

3/30/2023

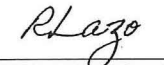
Date

 for Adrian Quebec

ADRIAN ISAAH QUEBEC
Defendant

3/30/2023

Date

 for Heather Fraley

HEATHER FRALEY
Attorney for Defendant Adrian Isaiah Quebec

3/30/2023

Date